

1. Requested Motion:

Meeting Date: October 4, 2010

Approve the contract with Southwest Utility Systems, Inc. for milling and resurfacing various Town roadways in an amount of \$91,216.25.

Why the action is necessary:

Council approval required.

What the action accomplishes:

This action approves paving of Town roadways.

2. Agenda:

☐ Consent
☒ Administrative

3. Requirement/Purpose:

☐ Resolution
☐ Ordinance
☒ Other

4. Submitter of Information:

☐ Council
☒ Town Staff - Public Works
☐ Town Attorney

5. Background:

The Town's FY 11 budget includes a budget via gas tax proceeds for resurfacing of Town owned roads. A road evaluation program is in place and updated on at least a yearly basis. Based on the most recent inspection it was determined that ten roads met the evaluation criteria for resurfacing. Because of the pending Basin Based Stormwater Improvement project the roads within that project were omitted from resurfacing schedule. Unit prices were obtained from paving contractors; the Town's North Estero Blvd. contractor provided the most competitive price. It was determined to piggy-back on the North Estero Blvd. contract for this paving work. It is anticipated that this work will begin by October 15, 2010. A copy of the roads slated for paving and the Town's contract form for the same is attached.



6. Alternative Action:

Reject the contract for road resurfacing.

7. Management Recommendations:

Approve the contract as outlined above.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

☐ Approved ☐ Denied ☐ Deferred ☐ Other

**TOWN OF FORT MYERS BEACH CONSTRUCTION CONTRACT
AGREEMENT FORM**

Contract No.: CC-11-01-PW

Award Date: _____

AGREEMENT

This Agreement is entered into as of the _____ day of _____, 2010 by and between the Town of Fort Myers Beach, Florida, a municipal corporation (TOWN) and the Contractor described below (CONTRACTOR)

Southwest Utility Systems, Inc.
Name

16341 Old US 41
Address

Fort Myers, Florida, 33971
City, State, Zip Code

(239)267-0200
Phone Number

Check Appropriate Line:
____ Individual
____ Partnership
X Incorporated in the
State of Florida

In consideration of the mutual covenants herein set forth, the parties agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall perform all the work required by the Contract Documents to:

PROJECT NAME: Mill and Overlay Various Town Roadways

LOCATION: Fort Myers Beach, Florida

ARTICLE 2. AMOUNT OF CONTRACT

2.1 The TOWN shall pay the CONTRACTOR in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of (express in words and numerals) Ninety-One Thousand Two Hundred Sixteen Dollars and Twenty-five cents Dollars (\$91,216.25).

ARTICLE 3. PROGRESS PAYMENTS

Applications for payment shall be submitted to the OWNER upon completion of the work. Payment in full will be issued upon final inspection and acceptance of work outlined in Article 1.

ARTICLE 4. CONTRACT DOCUMENTS

The CONTRACTOR shall furnish all labor, equipment, and materials and perform the Work above described for the amount stated above in strict accordance with this Agreement and the Proposal received on July 21, 2010, all of which are made a part hereof and enumerated as follows:

4.1 Certificate of Insurance

4.5 Notice to Proceed

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed.

5.2 Final completion shall be achieved not later than forty-five (45) days from Notice to Proceed.

5.3 Liquidated Damages: The TOWN and CONTRACTOR recognize that time is of the essence of this agreement and that the TOWN will suffer financial loss if the work is not completed within the times specified above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) the sum of \$50.00 per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the TOWN for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. The CONTRACTOR shall also be liable for any Actual Damages sustained by the TOWN due to the CONTRACTOR'S failure to fully complete the work by the time agreed upon for Final Completion in the Contract Documents. Actual damages may include, but not be limited to: costs related to supervision, inspection, rentals, testing, consulting fees, attorney fees and/or lost productivity. The TOWN shall have the right to deduct all damages due from the final payment request as well as retainage. However, the TOWN shall give the CONTRACTOR seven (7) calendar days notice prior to issuing the final payment with deduction of liquidated damages.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Insurance. The Provider shall have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth below. Each Certificate of Insurance shall include the name and type of policy and coverage provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the Town.

Workers Compensation Coverage for all employees to comply with Statutory Limits in compliance with the applicable State and Federal laws;

Commercial General Liability Insurance with minimum limits of \$ 500,000 each occurrence combined single limit or \$ 500,000 each occurrence/\$ 500,000 general aggregate.

Business Automobile Liability Insurance with minimum limits of \$ 500,000 each occurrence Combined Single Limit or \$ 500,000 each occurrence/\$ 500,000 general aggregate.

6.2 Final payments, constituting the entire due and unpaid balance of the Contract Price, shall be paid by the TOWN to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, has been approved by the TOWN.

6.3 The TOWN and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the TOWN. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the TOWN and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgments of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the TOWN, excluding only the sole negligence of the TOWN. This provision shall also pertain to any claims brought against the TOWN by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed-upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

In witness whereof, TOWN and CONTRACTOR have signed this agreement in triplicate. One counterpart has been retained by the Town Clerk, one to the Project Sponsoring Department, and one has been delivered to the CONTRACTOR. All portions of the Contract Document have been signed or identified by TOWN and CONTRACTOR.

Signed, sealed, and delivered in the presence of:

Secretary
(Corporate Seal)

(Correct Name of Business)
BY: _____
Title: _____
Date: _____

TOWN OF FORT MYERS BEACH, FLORIDA

ATTEST:

BY: _____
Michelle D. Mayher, Town Clerk

BY: _____
Town Manager

Date: _____

APPROVED AS TO FORM

BY: _____
Town Attorney

I N S E R T I N S U R A N C E C E R T I F I C A T E

Item Numb.	Description	Qty	Unit	Unit Bid	Total Bid
	Carlos Cir from North Estero Blvd to North Estero Blvd				
1	Milling	712	SY	\$3.75	\$2,670.00
2	1" Overlay	1422	SY	\$7.50	\$10,665.00
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	0	SY	\$30.00	\$0.00
4	Fire Hydrant RPM	1	EA	\$10.00	\$10.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	2	EA	\$400.00	\$800.00
				Carlos Cir Total	\$14,445.00
	Virginia Ave from North Estero Blvd to the Dead End				
1	Milling	1270	SY	\$3.75	\$4,762.50
2	1" Overlay	2358	SY	\$7.50	\$17,685.00
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	0	SY	\$30.00	\$0.00
4	Fire Hydrant RPM	2	EA	\$10.00	\$20.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	4	EA	\$400.00	\$1,600.00
				Virginia Ave Total	\$24,367.50
	Fairweather Ln from North Estero Blvd to just past the last Manhole				
1	Milling	1342	SY	\$3.75	\$5,032.50
2	1" Overlay	2684	SY	\$7.50	\$20,130.00
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	0	SY	\$30.00	\$0.00
4	Fire Hydrant RPM	1	EA	\$10.00	\$10.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	4	EA	\$400.00	\$1,600.00
				Fairweather Ln Total	\$27,072.50
	Nature View Ct from Bay Rd to the Dead End				
1	Milling	1530	SY	\$3.75	\$5,737.50
2	1" Overlay	1722	SY	\$7.50	\$12,915.00
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	232	SY	\$30.00	\$6,960.00
4	Fire Hydrant RPM	1	EA	\$10.00	\$10.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	4	EA	\$400.00	\$1,600.00
				Nature View Ct Total	\$27,522.50
	Lovers Ln from North Estero Blvd to the Dead End				
1	Milling	435	SY	\$3.75	\$1,631.25
2	1" Overlay	980	SY	\$7.50	\$7,350.00
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	0	SY	\$30.00	\$0.00
4	Fire Hydrant RPM	0	EA	\$10.00	\$0.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	1	EA	\$400.00	\$400.00
				Lovers Ln Total	\$9,681.25
	Voorhist St from North Estero Blvd to Euclayptus Ave				
1	Milling	933	SY	\$3.75	\$3,498.75
2	1" Overlay	2100	SY	\$7.50	\$15,750.00
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	0	SY	\$30.00	\$0.00
4	Fire Hydrant RPM	1	EA	\$10.00	\$10.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	4	EA	\$400.00	\$1,600.00
				Voorhist St Total	\$21,158.75

	Connecticut St from North Estero Blvd to the Dead End				
1	Milling	1480	SY	\$3.75	\$5,550.00
2	1" Overlay	3650	SY	\$7.50	\$27,375.00
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	0	SY	\$30.00	\$0.00
4	Fire Hydrant RPM	2	EA	\$10.00	\$20.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	5	EA	\$400.00	\$2,000.00
				Connecticut St Total	\$35,245.00
	Coquina Rd from Bayland Dr to the Dead End				
1	Milling	220	SY	\$3.75	\$825.00
2	1" Overlay	551	SY	\$7.50	\$4,132.50
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	0	SY	\$30.00	\$0.00
4	Fire Hydrant RPM	0	EA	\$10.00	\$0.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	1	EA	\$400.00	\$400.00
				Coquina Rd Total	\$5,657.50
	Seminole Way from the power pole by house #260 to the Dead End				
1	Milling	1111	SY	\$3.75	\$4,166.25
2	1" Overlay	2031	SY	\$7.50	\$15,232.50
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	0	SY	\$30.00	\$0.00
4	Fire Hydrant RPM	1	EA	\$10.00	\$10.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	7	EA	\$400.00	\$2,800.00
				Seminole Way Total	\$22,508.75
	Little Carlos Ln from Estrelita Dr to the Dead End				
1	Milling	320	SY	\$3.75	\$1,200.00
2	1" Overlay	640	SY	\$7.50	\$4,800.00
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	0	SY	\$30.00	\$0.00
4	Fire Hydrant RPM	0	EA	\$10.00	\$0.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	2	EA	\$400.00	\$800.00
				Little Carlos Ln Total	\$7,100.00
	Intersection at Sunview and Albatross				
1	Milling	292	SY	\$3.75	\$1,095.00
2	1" Overlay	292	SY	\$7.50	\$2,190.00
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	0	SY	\$30.00	\$0.00
4	Fire Hydrant RPM	0	EA	\$10.00	\$0.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	1	EA	\$400.00	\$400.00
				Sunview and Albatross Total	\$3,985.00
	Intersection at Palmview and Albatross				
1	Milling	140	SY	\$3.75	\$525.00
2	1" Overlay	140	SY	\$7.50	\$1,050.00
3	Asphalt Repair - Cut out and 2" Pavement Patch only.	0	SY	\$30.00	\$0.00
4	Fire Hydrant RPM	0	EA	\$10.00	\$0.00
5	Thermoplastic 24" Stop Bar with 50 LF of Thermoplastic Double Yellow Line	1	EA	\$300.00	\$300.00
6	Concrete MH Collars	1	EA	\$400.00	\$400.00
				Palmview and Albatross Total	\$2,275.00
				Grand Total	\$201,018.75
				Total Contract	\$91,216.25

Stipulations:

- Individual items of work may not be deleted.
- Most Valve Boxes are currently under asphalt.
Price to uncover and pour new pad not included.
- If broken apart to smaller quantities, Mobilization charges may apply.